

calculations are made to show the errors which are supposed to have crept into the settlement, and it may be that some mistakes were made ; but in the face of the answer, which denies them all, and in the absence of any proof, other than the alleged improbability and unreasonableness of such a settlement, I do not see how this court can assume their existence ; and, especially do I think, the case on the part of the complainant deficient in that clear and satisfactory evidence which the nature of the case requires from him.

It is true, a paper was signed by the defendant at the time of the settlement by which he agreed that any errors which might have occurred therein, should be corrected, provided they were ascertained before the maturity of the note. I do not, however, place much stress upon this, because the power of this court to correct any such errors, if clearly made out, with or without such an agreement, is precisely the same. Assuming, therefore, that the error was, in the opinion of the complainant, ascertained and communicated to the defendant before the maturity of the note ; still, as the paper only provides for that which the court could do without it in the exercise of its now established jurisdiction, I do not think it can have any effect upon the decision of this case.

The question is, was, or was there not, a mistake in the settlement of February, 1842 ? This the bill asserts, but the answer expressly denies, and the evidence of the only witness examined confirms the answer. How then can the court say there was a mistake ? The Auditor in one of his statements presents a view of the account not materially differing from the settlement made by the parties, but still not in exact conformity with the answer, which I do not feel myself at liberty to disregard, without very strong evidence of the alleged mistake. The answer says that the defendant was to be responsible to complainant Hall, only for the amount he, defendant, had received over and above his one-half of the purchase money of a certain parcel of land sold by defendant, and that the statement made at the time of the settlement, was in accordance with that understanding. Assuming this to be so, and there is certainly